



# HAYWOOD COUNTY BOARD OF COMMISSIONERS

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## AGENDA REQUEST

***Must be presented to the County Manager's Office  
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: May 5, 2016

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: May 16, 2016

*Regular meetings: First (1<sup>st</sup>) Monday of the month at 9:00 am  
Third (3<sup>rd</sup>) Monday of the month at 5:30 pm*

SUBJECT: Haywood County Emergency Medical Services/Emergency Management Base.

REQUEST: Approval funding from contingency for Special Inspections per the 2012 North Carolina Building Code Section 1704.

BACKGROUND: The 2012 North Carolina State Building Code requires Emergency Service Facilities to have {Special Inspections}, which are to be conducted by a 3<sup>rd</sup> party Engineering Company. Haywood County sent a scope of work pertaining to the "Special Inspections" to BLE and Kessel Engineering groups. The scope of work was produced in conjunction with the 2012 NCBC Section 1704 and the Structural Engineer on record, Kloesel Engineering.

IMPLEMENTATION PLAN: Approve funding from the contingency line item for the required {Special Inspections} per the 2012 North Carolina Building Code and award the {Special Inspections} to BLE Inc. as the lowest proposal received in the amount of \$12,125.00.

FINANCIAL IMPACT STATEMENT: Ms. Julie Davis, Haywood County Finance Director.

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SUPPORTING ATTACHMENTS: YES  NO  HOW MANY? 2

LIST:

- 1) Kessel Engineering {Special Inspections} proposal
- 2) BLE {Special Inspections} proposal

**If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request**

PowerPoint Presentation: YES \_\_\_\_\_ NO \_\_\_\_\_X\_\_\_\_\_

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

TITLE: Director of Facilities and Maintenance

PHONE NUMBER: 452-6651

E-MAIL: dburris@haywoodnc.net

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THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): \_\_\_\_\_

County Manager / Clerk to the Board Comments: \_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_

In an effort to save paper, attachments should be copied on both front and back sides.



**BUNNELL-LAMMONS ENGINEERING, INC.**  
GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS CONSULTANTS

May 5, 2016

Mr. Dale Burris  
Facilities & Maintenance Director  
Haywood County  
215 North Main Street  
Waynesville, North Carolina

Subject: **Proposal for Special Inspections and Materials Testing Services  
New Emergency Medical Services Building  
Haywood County, North Carolina  
BLE Proposal No. P16-0373r**

Mr. Burris:

Bunnell-Lammons Engineering, Inc. (BLE) appreciates the opportunity to submit this proposal to provide special inspection and construction materials testing services for the for the subject project. The following sections describe the construction materials testing services that we are able to perform at your request; as well as compensation, scheduling, and authorization information. Project information is based on correspondence with Mr. Scott T. Donald, AIA with Padgett & Freeman Architects and a review of the statement of special inspection prepared by Kloesel Engineering, Pa dated November 30, 2015. Additional information was obtained from a Scope of work letter dated April 26, 2016 prepared by Kloesel Engineering, P.A.

**PROJECT INFORMATION**

A new Emergency Medical Services Building is planned for construction in Haywood County adjacent to the existing Sheriff's office. The structure will be approximately 13,000 square feet in size and will houses ambulances bays, associated emergency equipment and will also include office space for emergency management staff, sleeping and living quarters for ambulance crews, and storage. The building will consist of typical light commercial construction consisting of loading bearing masonry and cold-formed steel walls with wooden roof trusses. Shallow foundation support is anticipated for the structure.

John Burgin Construction will be commencing construction shortly and we understand that you would like BLE to perform special inspections and construction material testing services during construction for the subject project. We understand that special inspections are not required during this phase.

**PROPOSED SCOPE OF SERVICES**

The required scope of work will generally consist of special inspections services and construction materials testing, as detailed below.

**Special Inspections Services & Construction Material Testing**

Special inspections are required to be performed during construction for this project in accordance with the provided drawings and with Section 1704 of the 2012 North Carolina State Building Code.

Based on a review of the Statement of Special Inspection prepared by Kloesel Engineering, PA (the structural engineer of record) dated November 30, 2015, the special inspection services required for the project include inspections of soils/foundations, cast-in-place concrete, wood construction and cold-formed steel framing. However, the specific inspections, consultation and tests will be based on the project plans and specifications to be provided.

**Soil Testing**

- Provide geotechnical engineering consulting services for various geotechnical related issues as they arise during the project.
- Verify that site has been prepared in accordance with the approved soils report. This will include observing a proofroll of the exposed soils to locate areas that may require additional excavation or rework.
- Inspection of fill material and lift thickness for compliance with approved soil report.
- Conduct laboratory compaction tests on representative fill soils in general accordance with ASTM D-698.
- Conduct in-place field density tests to measure the percent compaction achieved by the grading contractor at the required frequency, and verify dry density of compacted fill complies with project specifications.
- Make observations and test the soils in selected footing excavation using a dynamic cone penetrometer and/or probe rod to evaluate the exposed soil conditions relative to the specified foundation design.
- Verify excavations have extended to proper depth and have reached proper material.
- Report daily soils testing activities to your representative.

**Cast-in-Place Concrete Testing**

- Review concrete batch tickets and verify compliance with approved mix design and that water added on site do not exceed that allowed by mix design.
- Periodic inspection of reinforcing steel and welded wire fabric
- Continuous inspection of cast-in-place concrete during placement
- Periodic monitoring of sampling of fresh concrete, slump test, air content test, temperature of concrete and creation of strength test specimens
- Continuous inspection of bolts to be installed in concrete prior to and during placement
- Obtain samples and perform tests on plastic concrete in the field including slump, air content, and temperature.
- Make 4" x 8" concrete cylinder specimens for compressive strength testing.
- Periodic inspection of concrete curing operations.
- Report daily testing and observations activities to your representative.

**Cold-Formed Steel Inspection**

- Periodic inspection of load-bearing light-gauge steel stud wall to verify framing and mechanical connections details complies with project specifications
- Report daily observations activities to your representative

**Wood Construction Inspection**

- Periodic observations of installation of pre-engineered wood trusses.
- Periodic observations of truss spacing at shearwalls in the storage and ambulance bays.
- Periodic observations of wood-framed shearwalls in the storage and ambulance bays
- Report daily observations activities to your representative

Our team is committed to meeting our client's requirements and assisting in successful project completion. An integral aspect of successful project completion is timely and accurate communication. It is our policy to keep both the owners' representative and contractor apprised of all test results. To accomplish this scope of services, we will assign Mr. Sam C. Interlicchia to direct BLE's work on the project. He will provide properly trained personnel as requested by your representative, and will review the daily observations, test results and reports prepared by our engineering technicians.

**COMPENSATION AND SCHEDULING**

BLE estimates the costs to provide the scope of services outlined above to be approximately \$12,125 as indicated on the attached cost estimate worksheet included in the Appendix. This cost is based on the anticipated number of inspection trips shown on the attached cost estimate sheet. The estimate cost also only outlines initial evaluations only and does not include re-inspections or re-evaluations and does not include time for engineering consultation (if needed). Costs associated with construction materials testing are dependent on, among other things, the contractor's schedule, the quantity of materials, the weather and the owner's intentions. As such, our total cost may vary from the estimate depending on the actual working schedule. Itemized costs for services are shown on the attached fee schedule. Items not reported on this estimate can be quoted separately upon request. A detailed budget estimate can be prepared, if we are supplied with a construction schedule, time line and material quantity list.

Please keep in mind that we only intend to bill for the actual time and equipment used on the project based on the attached fee schedule. We will provide BLE personnel for this project at the request of your representative. We request 24 hours' notice prior to providing on-call personnel to enable us to schedule the work efficiently. We also request a full set of the project plans and specifications so that we can provide services that are responsive to the project requirements and so that we will have reference for reporting the locations and elevations of our field-testing. If selected, BLE will closely monitor our activities and budget and provide monthly budget reports. We will invoice for our services on a monthly basis. We will provide BLE personnel for this project at the request of your representative.

BLE has in effect and maintains applicable insurance coverage. If selected for the work, a Certificate of Insurance will be issued. This certificate will be effective upon execution of our Proposal Acceptance Sheet.

#### **AUTHORIZATION**

As our written authorization, please complete and return one copy of the enclosed Proposal Acceptance Sheet. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the Proposal Acceptance Sheet. Please note that the attached Terms and Conditions are a part of this proposal.

Should you elect to authorize us to provide the proposed services by issuing us a purchase order, please cross out and initial wording that does not apply to service contracts and reference this proposal in the purchase order.

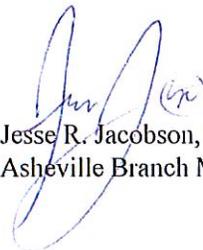
We appreciate your consideration of BLE for this work. We are looking forward to providing our services to you on this project.

Very truly yours,

**BUNNELL-LAMMONS ENGINEERING, INC.**



Sam C. Interlicchia  
Project Manager



Jesse R. Jacobson, P.E.  
Asheville Branch Manager

Attachments:



**COST ESTIMATE\***  
**Haywood County EMS Building**  
**Waynesville, NC**  
**BLE Proposal No. P16-0373**

**I. Site Preparation:**

**Estimated Visits 4**

1. Project Engineering Technician	\$36.00 /hr x	8	hrs/visit x 4 visits = .....	\$ 1,152.00
2. Expendable Supplies	\$10.00 /visit x	4	visits = .....	\$ 40.00
3. Laboratory Proctor Tests	\$75.00 /test x	1	tests = .....	\$ 75.00
4. Mileage	\$0.60 /mile x	45	miles x .. 4 trips = .....	\$ 108.00
5. Project Manager	\$90.00 /hr x	4	hrs = .....	\$ 360.00
6. Word Processor	\$30.00 /hr x	2	hrs = .....	\$ 60.00
			Subtotal \$	1,795.00

**II. Foundation Evaluation:**

**Estimated Visit 4**

1. Project Engineering Technician	\$36.00 /hr x	8	hrs/visit x 4 visits = .....	\$ 1,152.00
2. Expendable Supplies	\$10.00 /visit x	4	visits = .....	\$ 40.00
3. Mileage	\$0.60 /mile x	45	miles x .. 4 trips = .....	\$ 108.00
4. Project Manager	\$90.00 /hr x	4	hrs = .....	\$ 360.00
5. Word Processor	\$30.00 /hr x	1	hrs = .....	\$ 30.00
			Subtotal \$	1,690.00

**III. Concrete (Foundations):**

**Estimated Visits 6**

1. Project Engineering Technician	\$36.00 /hr x	8	hrs/visit x 6 visits = .....	\$ 1,728.00
2. Engineering Technician (p/ups)	\$36.00 /hr x	2	hrs/visit x 2 visits = .....	\$ 144.00
3. Expendable Supplies	\$10.00 /visit x	6	visits = .....	\$ 60.00
4. Mileage	\$0.60 /mile x	45	miles x .. 8 trips = .....	\$ 216.00
5. Concrete Test Cylinders	\$9.00 /cyl x	5	cyl/set x 1 set/visit x 5 visits =	\$ 225.00
6. Project Manager	\$90.00 /hr x	4	hrs = .....	\$ 360.00
7. Word Processor	\$30.00 /hr x	2	hrs = .....	\$ 60.00
			Subtotal \$	2,793.00

**III. Concrete (Slabs):**

**Estimated Visits 6**

1. Project Engineering Technician	\$36.00 /hr x	8	hrs/visit x 6 visits = .....	\$ 1,728.00
2. Engineering Technician (p/ups)	\$36.00 /hr x	2	hrs/visit x 2 visits = .....	\$ 144.00
3. Expendable Supplies	\$10.00 /visit x	6	visits = .....	\$ 60.00
4. Mileage	\$0.60 /mile x	45	miles x .. 8 trips = .....	\$ 216.00
5. Concrete Test Cylinders	\$9.00 /cyl x	5	cyl/set x 1 set/visit x 6 visits =	\$ 270.00
6. Project Manager	\$90.00 /hr x	3	hrs = .....	\$ 270.00
7. Word Processor	\$30.00 /hr x	2	hrs = .....	\$ 60.00
			Subtotal \$	2,748.00

**VI. Steel and Wood Framing Inspector:**

**Estimated Visits 7**

1. Structural Steel Inspector	\$45.00 /hr x	8	hrs/visit x 7 visits = .....	\$ 2,520.00
2. Project Manager	\$90.00 /hr x	4	hr = .....	\$ 360.00
3. Mileage	\$0.60 /mile x	45	miles x .. 7 trips = .....	\$ 189.00
4. Word Processor	\$30.00 /hr x	1	hr = .....	\$ 30.00
			Subtotal \$	3,099.00

**Total \$ 12,125.00**



**2016 UNIT RATE FEE SCHEDULE**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**BUNNELL-LAMMONS ENGINEERING, INC.**  
**ASHEVILLE, NORTH CAROLINA**

**I. TECHNICIAN FIELD SERVICES**

A.	Project Engineering Technician, Per Hour .....	\$36.00
B.	Senior Engineering Technician, Per Hour .....	\$36.00
C.	Special Inspector, Per Hour .....	\$48.00
D.	Structural Steel Inspector, Per Hour.....	\$60.00
E.	Truck/Equipment Charge, Per Day .....	\$10.00
F.	Mileage, Per mile.....	\$0.60
	Technician Overtime, 1.5 Times Hourly Rate	

**II. ENGINEERING SERVICES (Admin, Reviewing Laboratory and Field Test Results, Consultation and Reporting)**

A.	Project Engineer, P.E. / Project Manager, Per Hour.....	\$90.00
B.	Senior Engineer, P.E., Per Hour .....	\$110.00
C.	Chief Engineer, P.E., Per Hour.....	\$120.00
D.	Word Processor, Per Hour.....	\$30.00

**III. LABORATORY TESTING SERVICES**

**A. SOILS:**

1.	Standard Proctor Compaction Test (ASTM D-698) .....	\$75.00
2.	Modified Proctor Compaction Test (ASTM D-1557), each .....	\$100.00

**B. CONCRETE:**

1.	Compressive Strength of Concrete Test Cylinders.....	\$9.00
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**NOTES:** Items not listed on this Fee Schedule will be quoted upon request.

The hourly rates for technicians and engineers apply for all time for testing and observations as well as all travel, load up, and report time. Charges will be based on the position level of the individual performing the services and apply to BLE Employees and subcontract personnel.

Overtime is defined as all time over 8 hours per day and time on Saturdays, Sundays, holidays or night work.

Miscellaneous expenses will be invoiced at our cost divided by 0.8.



**BUNNELL-LAMMONS ENGINEERING, INC.**

130 Oval Road, Suite 200  
Arden, North Carolina 28704

Phone (828) 277-0100  
Fax (828) 277-0110

**PROPOSAL ACCEPTANCE SHEET**

The purpose of this sheet is to obtain your written authorization for our services and confirm the terms and conditions under which these services are provided as shown below.

Compensation for services rendered will be based on the attached schedule of fees (or as otherwise indicated below) which are part of this work authorization. If we are requested to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All testing will be performed in accordance with the applicable specifications unless otherwise noted and test results apply only to the materials actually tested.

Project Name and Proposal No: Haywood EMS Services Bldg / Proposal for CMT/SPI Testing Services  
BLE Proposal No. P16-0373 May 5, 2016

Project Location: Haywood County, North Carolina

**FOR PAYMENT OF CHARGES: (to the account of)**

Firm: \_\_\_\_\_ Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**WORK AUTHORIZED BY:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Print Name and Title - If services and/or the provision of materials are to be performed for a corporation or company (hereinafter "company") in which I/we are an officer, employee, director, member or shareholder, I/we do hereby warrant that I/we have the authority to bind the company. I/we also do hereby personally guarantee the performance of the company of all its obligations under this agreement including the personal guarantee of payment of any and all sums due to Bunnell-Lammons Engineering, Inc., by the company.*

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Bunnell-Lammons Engineering, Inc., through and by its officers, employees and subcontractors, (hereinafter BLE) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.

2. **PAYMENT TERMS.** Client agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if BLE's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, BLE may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Client's receipt of BLE's invoice. Invoices will be sent approximately monthly for the services performed.

3. **STANDARD OF CARE.** BLE will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** BLE maintains insurance coverage as follows:

- a. Worker's Compensation Insurance.
- b. Employers Liability Insurance.
- c. Commercial General Liability Insurance.
- d. Professional Errors and Omission.

Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from BLE of \$10.00, receipt of which is hereby acknowledged, Client agrees that BLE's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by BLE will be limited to an aggregate of \$50,000 or BLE's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, BLE agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by BLE and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.

6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or utilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of BLE's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold BLE, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

BLE will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so at an appropriate additional cost.

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of BLE or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by BLE be involved in the project, Client will advise such contractor(s) that BLE's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its

employees or agents. Client will also inform contractor that the presence of BLE's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that BLE will not be responsible for job or site safety or security on the project, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing BLE's services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal, if practicable in BLE's judgment;
- b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by BLE in writing.

9. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of BLE's report. In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by BLE and per Client's stated preference, BLE will return such samples to Client for proper disposal.

10. **WASTE DISPOSAL.** If Client requests BLE to containerize drilling wastes and/or fluids produced by BLE's activity ("Wastes"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. Non-hazardous Wastes will be disposed of by BLE for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility selected by Client with BLE's assistance. At no time will BLE take title to such hazardous Wastes.

11. **\*CLIENT DISCLOSURE.** Client agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

12. **\*ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, for separate and valuable consideration of \$1.00, Client agrees to defend, hold harmless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from:

- a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE's services;



d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE's services; or,

e. Any third party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE's services under this Agreement.

13. \*EQUIPMENT CONTAMINATION. BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14. DOCUMENTS. BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

a. All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain a confidential file copy of its work product and related documents.

b. If Client desires to release, or for BLE to provide, our report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by this request Client waives any such claim if BLE complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of our services. BLE may rely upon Client-provided documents in performing the services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BLE may retain one confidential file copy as needed to support its report.

e. Upon Client's request, BLE's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by BLE in its files, with at least one written copy provided to Client, shall be the official base document. BLE makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to BLE. Such magnetic copy is subject to all other conditions of this Agreement.

15. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.

16. OPINIONS OF COST. If requested, BLE will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE's control.

17. TESTIMONY. Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and BLE is not a party in the dispute, then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

18. CONFIDENTIALITY. BLE will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

19. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of South Carolina.

20. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE. Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.

21. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the services and the termination of this Agreement.

22. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

23. ASSIGNMENT. This Agreement may not be assigned by either party without the prior permission of the other.

24. CONSIDERATION. The parties agree that the charges for BLE's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

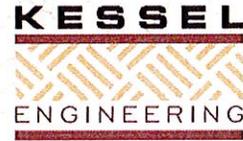
25. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

\*Applies only if toxic or hazardous substances or constituents are anticipated or encountered.

END OF DOCUMENT

PAS revision 6.1r - 01/18/11

May 3, 2016



Dale Burris, Director  
Haywood County Facilities & Maintenance  
215 N. Main Street  
Waynesville, NC 28786  
DBurris@haywoodnc.net

**Proposal for Special Inspections & Construction Materials Testing Services  
Haywood EMS Facility  
Waynesville, North Carolina  
KEG Proposal No. PA16-2472-01**

Mr. Burris:

Kessel Engineering Group, PLLC (KEG) is pleased to have the opportunity to submit this proposal to provide Special Inspections and construction materials testing services for the Haywood EMS Facility located in Waynesville, North Carolina. This proposal includes information regarding the scope of service we can provide based on our understanding of the project information and items relating to scheduling, compensation and authorization.

**Project Information**

Project information was provided in separate email correspondences from Mr. Scott Donald, AIA, of Padgett & Freeman Architects and from Mr. Woody Kloesel, P.E., of Kloesel Engineering, P.A. We have also been provided with digital files of the following project documents:

- Statement of Special Inspections, prepared by Kloesel Engineering, P.A., and dated November 30, 2015.
- Structural plans, Sheets S0.1 to S5.1, by Kloesel Engineering, P.A., and revision dated November 20, 2015.
- A summary letter of special inspections requirements provided by Mr. Kloesel, dated April 26, 2016.

Project plans include construction of an approximately 12,000 sf emergency services building. Construction will consist of earthwork fills, cast-in-place concrete shallow foundations with masonry knee walls, concrete grade slabs, cold-formed steel framing, and structural wood framing.

**Proposed Scope of Service**

Kessel Engineering Group is a locally-owned company comprised of engineers and field technicians who are committed to meeting our clients' requirements and assisting in successful project completion. We pride ourselves on providing value-added services and keeping construction projects moving forward with responsive engineering and quality field testing services, with our field technicians having an average of 16 years of experience in the industry. KEG can provide the following special inspections and construction materials testing services in conjunction with the structural engineer of record (EOR) and in accordance with the project specifications and the statement of special inspections:

### ***Soils and Shallow Foundations***

1. Provide geotechnical engineering consulting services for various geotechnical related issues as they arise during the project.
2. Observe and test subgrade prior to fill placement to locate areas which may require additional excavation or rework.
3. Monitor excavating operations to determine when specified materials have been exposed.
4. Perform laboratory compaction tests on representative fill soils in accordance with ASTM D 698 and ASTM D 1557, as specified in the project requirements.
5. Perform laboratory testing on representative fill materials, including Proctor tests and sieve tests, to verify the materials are acceptable for use as fill.
6. Observe fill placement and perform field density tests to measure percent compaction of engineered fill.
7. Make observations and test soils in foundation excavations to evaluate the exposed soil conditions relative to the specified foundation design.
8. Report daily soils testing and observation activities to your representative.

### ***Cast-in-place Concrete***

1. Perform periodic inspection of appropriate mix design use during installation of concrete.
2. Perform periodic inspection of reinforcing steel including size, spacing, cover, and positioning.
3. Perform continuous inspection of concrete placement to verify consolidation and to verify conveyance and depositing avoids segregation and contamination.
4. Obtain samples and perform tests on plastic concrete in the field including slump, air content, and temperature.
5. Prepare 4 inch x 8 inch concrete cylinder specimens for compressive strength testing.
6. Cure, test, and report concrete specimen test results.
7. Perform periodic inspection of curing, cold weather protection, and hot weather protection procedures.
8. Report daily concrete testing activities to your representative.

### ***Concrete Masonry***

1. Perform periodic inspection of appropriate mix design use during installation of mortar and grout.
2. Perform periodic inspection of masonry reinforcement steel including size, spacing, cover and positioning.
3. Perform periodic inspection of construction of grouting including placement and consolidation.
4. Obtain samples of plastic mortar and grout in the field.
5. Prepare 3 inch x 6 inch grout prism specimens and 2 inch x 2 inch mortar cube specimens for compressive strength testing.
6. Report daily concrete masonry test activities to your representative.

### ***Structural Wood & Light Gauge Steel Framing***

1. Perform periodic inspections of structural wood and light gauge steel framing systems according to the statement of special inspections.
2. Report daily test activities to your representative.

Other testing and observation services are also available upon request.

Our work will be directed and supervised by our Mr. Ian Johnson, P.E. Mr. Johnson is a registered professional engineer in the state of North Carolina. Mr. Johnson will provide properly trained personnel when needed. Reports documenting field and laboratory observations and tests for this project will be reviewed, signed, and stamped by Mr. Johnson, as appropriate.

**Scheduling and Compensation**

We will provide KEG personnel for this project as requested. Please provide 24 hours notice prior to our providing on-call personnel to enable us to schedule the work efficiently. The fees for our services will depend heavily upon the construction schedule and will be based on the unit rates provided on the attached fee schedule. Please note that overtime rates will apply for technician time in excess of 8 hours per day, weekends and during holidays. Overtime will be billed at 1.5 times the normal technician rate.

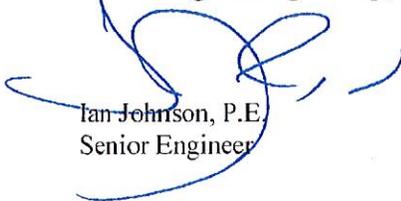
Based on our experience with similar projects and the provided statement of special inspections, we anticipate our budget for the above scope of services will be on the order of 0.5% to 0.75% of the total proposed project cost, or roughly \$12,500 based on the contractor bid. This estimated budget is inclusive of anticipated technician onsite and travel cost fees, estimated overtime fees, laboratory testing, engineering and administrative fees. In order to minimize our cost and travel expenses to the Owner, we plan to staff the project with a field technician residing in Haywood County. We will do our best to manage our services to stay within this budget and will not exceed without written notification from the owner.

**Authorization**

To authorize us to provide the proposed scope of service, please sign the attached Acceptance Sheet and return one copy to us. Please note that the attached terms and conditions are a part of this proposal. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Acceptance Sheet. Also, please provide a distribution list of individuals to whom we should send field reports and other reports. This will aid in our distributing information to the appropriate individuals in a prompt and timely manner.

Kessel Engineering Group, PLLC appreciates the opportunity to offer our special inspections and construction materials testing services to you during this project. Please feel free to give us a call if you have any questions regarding this confirming proposal.

Sincerely,  
**Kessel Engineering Group, PLLC**



Ian Johnson, P.E.  
Senior Engineer



Bernie Kessel, P.E.  
Principal Engineer

Attachments: 2016 KEG Fee Schedule  
Acceptance Sheet  
Terms and Conditions

cc: Mr. Scott Donald, AIA, Padgett & Freeman Architects; via email at [sdonald@pfarchitects.com](mailto:sdonald@pfarchitects.com)

**2016 FEE SCHEDULE**  
**Haywood County EMS Facility**

***ENGINEERING SERVICES***

Staff Professional, per hour.....	\$70.00
Project Professional, per hour .....	\$90.00
Senior Engineer, per hour .....	\$120.00
Principal Engineer, per hour .....	\$140.00
Draftsman, per hour .....	\$40.00
Word Processor, per hour .....	\$38.00
Mileage, per mile .....	\$00.70

***TECHNICIAN SERVICES***

Engineering Technician, per hour <sup>1</sup> .....	\$40.00
Senior Engineering Technician, per hour .....	\$44.00
Chief Technician, per hour .....	\$55.00
Special Inspector, per hour .....	\$45.00
CMT Manager, per hour .....	\$55.00
Special Inspector, per hour .....	\$45.00
Structural Steel Technician, per hour.....	\$60.00
Timber Inspector - Technician, per hour .....	\$65.00
Timber Inspector – Engineer, per hour .....	\$120.00
Technician Overtime, 1.5 times hourly rate <sup>2</sup>	
Expendable Supplies, per day .....	\$20.00
Nuclear Gauge, per day.....	\$50.00
Mileage, per mile .....	\$00.70

***SPECIALTY FIELD SERVICES***

Core Drilling, per day .....	\$100.00
Bit Size Surcharge, Diameter x Thickness x \$1.50	
Generator, per day.....	\$80.00
Swiss Hammer, per day .....	\$25.00
Torque Wrench, per day .....	\$50.00

***LABORATORY SERVICES***

***Concrete Materials***

Sieve Analysis (Fine Aggregate), each .....	\$50.00
Sieve Analysis (Coarse Aggregate), each .....	\$60.00
Organic Impurities (ASTM C-40), each .....	\$40.00
Specific Gravity (Fine/Coarse Aggregate), each .....	\$50.00
Absorption (Fine/Course Aggregate), each .....	\$45.00
Unit Weight (ASTM C-29), each.....	\$40.00

Soil Testing

Natural Moisture Content, each .....	\$12.00
Unit Weight and Moisture Content, each .....	\$60.00
Liquid and Plastic Limits, each.....	\$80.00
Grain Size, Wash No. 200 Sieve, each .....	\$80.00
Grain Size, Hydrometer Analysis, each .....	\$140.00
Percent Finer than No. 200 Sieve, each .....	\$35.00

Compaction Testing

Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99), each .....	\$120.00
Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180), each .....	\$140.00
CBR at Optimum Moisture Content, Including Laboratory Compaction Test (ASTM D-1883), each .....	\$310.00

Compression Test for Concrete, Mortar, Grout

Cylinders (includes reserve cylinders), each .....	\$10.00
Cores, each.....	\$30.00
Turbidity, each .....	\$20.00

- Notes: 1. Hourly rates apply for load up time, testing and observation time, travel time, and field report time. Measurement of concrete slump, temperature, air content and fabrication of test cylinders is included in technician hourly rate. Similarly, observation of proofrolling and performance of field density tests is included in hourly rates.
2. Overtime is defined as time in excess of 8 hours per day, time before 7am or after 5pm, and time on Saturdays, Sundays and/or holidays.
- \* Items not listed on this Fee Schedule will be quoted upon request. Miscellaneous expenses will be invoiced at our cost plus 20 percent.

KESSEL ENGINEERING GROUP, PLLC  
582 Hendersonville Road, Suite One  
Asheville, North Carolina 28803

Phone (828) 277-6351  
Fax (828) 277-6355

### ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services as outlined in the attached proposal. Compensation for our services will be based on the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that the Terms and Conditions are a part of this contract. Please list any exceptions or special requirements in the space provided below under "Special Instructions". Transmittals will be issued electronically via email. Please indicate in the "Special Instructions" section if paper copies of transmittals are required. If applicable, please also provide a distribution list of individuals to whom we should send a carbon copy of transmittals in reference to this project. This will aid in our distributing information to the appropriate individuals in a prompt and timely manner.

**Proposal for Special Inspections & Construction Materials Testing Services  
Haywood EMS Facility  
Waynesville, North Carolina  
KEG Proposal No. PA16-2472-01**

#### WORK AUTHORIZED BY:

Signature	_____	Date	_____
Print Name	_____		
Title	_____		
Company Name	_____		
Address	_____		
City, State, Zip	_____		
Email Address	_____		

#### REMIT INVOICE TO: (if different)

Signature	_____	Date	_____
Print Name	_____		
Title	_____		
Company Name	_____		
Address	_____		
City, State, Zip	_____		
Billing Contact, Phone Number	_____		

#### SPECIAL INSTRUCTIONS:

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## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Kessel Engineering Group, PLLC, through and by its officers, employees and subcontractors, (hereinafter KEG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Client agrees to pay KEG's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if KEG's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, KEG may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by KEG within 60 days of Client's receipt of KEG's invoice. Invoices will be sent approximately monthly for the services performed.
3. **STANDARD OF CARE.** KEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of KEG's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.
4. **INSURANCE.** KEG maintains insurance coverage as follows:
  - a. Worker's Compensation Insurance.
  - b. Employer's Liability Insurance.
  - c. Commercial General Liability Insurance.
  - d. Professional Errors and Omission.Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from KEG of \$10.00, receipt of which is hereby acknowledged, Client agrees that KEG's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by KEG will be limited to an aggregate of \$10,000 or KEG's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, KEG agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by KEG and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.
6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

KEG's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. KEG's field personnel will avoid hazards or utilities which are visible to them at the site. If KEG is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. KEG is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of KEG's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold KEG, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

KEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in KEG's proposal, KEG's charges do not include cost of restoration due to any related damage which may result. If Client requests KEG to repair such damage, KEG will do so at an appropriate additional cost.

Field tests or boring locations described in KEG's report or shown on sketches are based on specific information furnished by others or estimates made in the field by KEG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in KEG's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of KEG or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by KEG be involved in the project, Client will advise such contractor(s) that KEG's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of KEG's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of KEG) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that KEG will not be responsible for job or site safety or security on the project, other than for KEG's employees and subcontractors, and that KEG does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KEG's services. If this occurs, KEG will promptly notify and consult with Client, but will act based on KEG's sole judgment where risk to KEG personnel is involved. Possible actions could include:
  - a. Complete the original Scope of Services in accordance with the procedures originally intended in KEG's proposal, if practicable in KEG's judgment;
  - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
  - c. Terminate the services effective on the date specified by KEG in writing.

9. **DOCUMENTS.** KEG will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
  - a. All documents generated by KEG under this Agreement shall remain the sole property of KEG. Any unauthorized use or distribution of KEG's work shall be at Client's and recipients sole risk and without liability to KEG. KEG may retain a confidential file copy of its work product and related documents.
  - b. If Client desires to release, or for KEG to provide, our report(s) to a third party not described above for that party's reliance, KEG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that KEG's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for KEG and by this request Client waives any such claim if KEG complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by KEG pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without KEG's prior written approval.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by KEG for proper performance of our services. KEG may rely upon Client-provided documents in performing the services required under this Agreement; however, KEG assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but KEG may retain one confidential file copy as needed to support its report.

e. Upon Client's request, KEG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by KEG in its files, with at least one written copy provided to Client, shall be the official base document. KEG makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to KEG's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to KEG. Such magnetic copy is subject to all other conditions of this Agreement.

10. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
11. OPINIONS OF COST. If requested, KEG will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, KEG's designs or KEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with KEG. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KEG's control.
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END OF DOCUMENT